

BILL NO. S-75-06-22

SPECIAL ORDINANCE NO. S- 122-75

AN ORDINANCE approving a contract with SPEARS-DEHNER,
INC. for Resolution 5682-1975, Chestnut-Reynolds
NPI Project

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
WAYNE, INDIANA:

SECTION 1. That the contract dated June 11, 1975, between the
City of Fort Wayne, by and through its Mayor and the Board of Public Works
and SPEARS-DEHNER, INC., for:

Chestnut-Reynolds Area Neighborhood Package Improvement,
street pavements, sidewalks, storm sewers and street lighting
in the following described streets:

Reynolds Street - East property line of Edsall Avenue to the
west property line of Coliseum Boulevard

Chestnut Street - East property line of Edsall Avenue to the
west property line of Redwood Avenue

Birchwood Avenue - North property line of New Haven Avenue
to the south property line of Reynolds Street

Fleetwood Avenue - North property line of New Haven Avenue
to the south property line of Reynolds Street

Holly Avenue - North property line of New Haven Avenue to
the south property line of Reynolds Street

Redwood Avenue - North property line of New Haven Avenue
to the south property line of Reynolds Street

for a total cost of \$717,897.37, of which the property owners will pay a portion
not to exceed \$23,10 per front foot for single family dwelling, all as more parti-
cularly set forth in said contract which is on file in the Office of the Board of
Public Works, and is by reference incorporated herein, made a part hereof and
is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from
and after its passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY,


CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by Anger, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 6-24-75

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Talarico, and duly adopted, placed on its passage. Passed ~~(Lost)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<u>8</u>			<u>1</u>	
BURNS	<u>✓</u>				
HINGA	<u>✓</u>				
KRAUS	<u>✓</u>				
MOSES	<u>✓</u>				
NUCKOLS				<u>✓</u>	
SCHMIDT, D.	<u>✓</u>				
SCHMIDT, V.	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 7-8-75

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~Zoning Map~~) (~~General~~) (~~Annexation~~) (~~Special~~) (~~Appropriation~~) Ordinance (Resolution) No. S-122-75 on the 8th day of July, 1975.

ATTEST:

(SEAL)

Charles W. Westerman
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th day of July, 1975, at the hour of 10:00 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 9th day of July, 1975, at the hour of 2:30 o'clock P. M., E.S.T.

Jack S. Peltz
MAYOR

Bill No. S-75-06-22

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance

Approving a contract with SPEARS-DEHNER, INC. for Resolution 5682-1975, Chestnut-
Reynolds NPI Project

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

Eugene Kraus, Jr. - Vice-Chairman

John Nuckols

William T. Hinga

Donald J. Schmidt

Enclosure
MADE A MATTER OF RECORD

DATE 7-8-75 CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

board of public works

May 30, 1975

The Common Council
Fort Wayne, Indiana

SUBJECT: Chestnut-Reynolds NPI Project
Resolution 5682-1975

Gentlemen and Mrs. Schmidt:

Contract on subject project has been awarded to Spears-Dehner, Inc. in amount of \$717,897.37. The improvement covers construction of street pavement, sidewalks, storm drainage and street lighting.

The property owners shall be paying a portion of the cost--not to exceed \$23.10 per front foot for single family dwelling.

Considering the amount of work involved and to assist contractor in scheduling during this construction season, the Board respectfully requests a "Prior Approval" of this contract.

An Ordinance shall be submitted June 10, 1975 for formal approval.

Attached for your information is a copy of the contract, improvement resolution denoting areas to be improved and bid tabulation.

Sincerely,

BOARD OF PUBLIC WORKS

Carl E. O'Neal

Carl E. O'Neal, Member

GEO:bt

Attachments
cc: Mayor

APPROVED:

William B. Samuels, Jr. *Samuel J. Turner* *Vivian A. Schmidt*

John Nuckels *Carl E. O'Neal* *James E. Hines*

R. Schmidt *Eugene Krauch* *William T. Hinga*

MEMBERS OF THE COMMON COUNCIL

ATTEST: *Charles W. Hesterman*
City Clerk AN EQUAL OPPORTUNITY EMPLOYER

PROJECT Chestnut-Reynolds Street Neighborhood Improvement Package

BID ANALYSIS SHEET

OFFICE OF CITY E
FORT WAYNE INDI

DATE May 7, 1975

RES. NO. 5682-1975

MATERIAL

CONTRACTORS			ESTIMATE	EXTENSION	JOHN DEHNER, INC. SEARS-DEHNER		L.W. DAILEY, INC.					
STREETS — ALLEYS — SIDEWALKS	QUAN	UNIT MATERIAL			UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
13,405	Cu.Yds.	Excavation - Common	5.00	67,025.00	7.05	94,505.25	5.04	67,561.20				
26	Each	Tree Removal 6"	150.00	3,900.00	65.00	1,690.00	115.20	2,995.20				
14	Each	Tree Removal 12"	250.00	3,500.00	130.00	1,820.00	288.00	4,032.00				
20,651	Sq.Yds.	Conc. Pavement 6" Plain	10.50	216,835.50	10.93	225,715.43	13.32	275,071.32				
6,399	Sq.Yds.	" " 8" Plain	12.50	79,987.50	12.88	82,419.12	15.84	101,360.16				
1,735	Sq.Yds.	Private Drive 6" Pl. Conc.	13.00	22,555.00	18.18	31,542.30	17.28	29,980.80				
577	Sq.Yds.	Conc. Drive 8" Pl. Conc.	15.00	8,655.00	20.12	11,609.24	21.60	12,463.20				
410	Tons	Stone for Drives #73	6.00	2,460.00	9.10	3,731.00	7.92	3,247.20				
14,912	Lin.Ft.	6"x6" Curb	1.50	22,368.00	2.21	32,955.52	1.73	25,797.76				
13	Tons	Hot Asphalt Surface	25.00	325.00	55.00	715.00	43.20	561.60				
22	Tons	Hot Asphalt Binder	23.00	506.00	55.00	1,210.00	43.20	950.40				
52	Tons	Hot Asphalt Base	20.00	1,040.00	55.00	2,860.00	40.32	2,096.64				
59,361	Sq.Ft.	4" Plain Conc. Sidewalk	1.50	104,041.50	1.43	99,186.23	1.73	119,994.53				
17,710	Sq.Yds.	Fine Grading	0.70	12,397.00	0.32	5,667.20	0.86	15,230.60				
17,710	Sq.Yds.	Seeding	0.70	12,397.00	0.65	11,511.50	0.86	15,230.60				
200	Sq.Yds.	Sodding	2.50	500.00	3.90	780.00	2.16	432.00				
96	Tons	Top Soil	8.00	768.00	9.10	873.60	14.40	1,382.40				
1	Each	Manhole 48"	800.00	800.00	780.00	780.00	792.00	792.00				
10	Each	Catch Basins 48"	800.00	8,000.00	845.00	8,450.00	864.00	8,640.00				
30	Each	Inlet 30"	500.00	15,000.00	422.50	12,675.00	360.00	10,800.00				
37	Each	Casting Adjusted to Grade	200.00	7,400.00	130.00	4,810.00	108.00	3,996.00				
16	Each	Type A Castings	125.00	2,000.00	215.00	3,440.00	187.20	2,995.20				
39	Each	Type C Castings	125.00	4,875.00	255.00	9,945.00	237.60	9,266.40				

1	Each	Type G Casting	125.00	125.00	190.00	190.00	187.20	187.20		
1922	Lin. Ft.	Cl. IV 12" R.C.P.	11.00	21,472.00	11.57	22,584.64	15.12	29,514.24		
135	Cu.Yds.	Special Backfill	10.00	1,350.00	9.23	1,246.05	7.92	1,069.20		
630	Cu.Yds.	Gravel Backfill for Trenches	12.00	7,560.00	11.44	7,207.20	9.36	5,896.80		
75	Each	Install. Alum. Poles	48.18	3,613.50	59.28	4,446.00	60.48	4,536.00		
75	Each	" T. & C. Fixtures	10.95	821.25	19.97	1,497.75	20.30	1,522.50		
9800	Lin.Ft.	" Underground Cable	0.26	2,548.00	0.39	3,822.00	0.43	4,214.00		
9200	Lin.Ft.	20" Trenching	0.64	5,888.00	0.86	7,912.00	0.94	8,648.00		
2100	Lin.Ft.	Install. Conduit	3.50	7,350.00	1.56	3,276.00	1.58	3,318.00		
6	Each	Install. Risers	72.00	432.00	12.48	74.88	12.96	77.76		
17	Each	Remove 35' Wood Poles	29.46	500.82	26.52	450.84	27.36	465.12		
17	Each	" Mast Arms	19.60	333.20	24.96	424.32	25.92	440.64		
19	Each	Remove Duplex Wiring	14.45	274.55	15.60	296.40	15.84	300.96		
30	Gals.	Polyurethane Form	24.00	720.00	33.33	999.90	34.56	1,036.80		
350	Sq.Yds.	Slope Stab. Flagstone	13.00	4,550.00	26.00	9,100.00	50.40	17,640.00		
6	Each	4' Private Walk 6" Step	93.50	561.00	130.00	780.00	288.00	1,728.00		
35	Each	3' " " 6" Step	71.50	2,502.50	130.00	4,550.00	288.00	10,080.00		
16	Each	2' " " 6" Step	55.00	880.00	130.00	2,080.00	216.00	3,456.00		
		TOTAL		\$658,817.32		\$ 719,829.37		\$ 809,008.43		
						9.26% Over		22.80% Over		

		Alternate Slope Stab. (Slope Pave. Blocks)	13.00	4,550.00	20.48	7,168.00	61.92	21,672.00		
		Total		\$658,817.32		\$ 717,897.37		\$ 813,040.43		
						8.97% Over		23.41% Over		

62-119-8 6/11/75

BARRETT LAW
 SUBJECT TO COUNCILMANIC APPROVAL
 Preliminary Meeting _____
 Ratification _____

CONTRACT

This Agreement, made and entered into this 11 day of June, 1975

by and between _____ SPEARS-DEHNER, INC. _____

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve Chestnut-Reynolds Area Neighborhood Package Improvement (see description on attached Resolution).

by grading and paving the roadway to a width of _____ feet with _____

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5682-1975 and at the following price per lineal foot _____

at the following prices:

Excavation, common	Seven dollars and five cents, per cubic yard	7.05
Removal of trees w/ diameter less than or equal to 12" and greater than 6"	Sixty five dollars and no cents, per each	65.00
Removal of trees w/ diameter greater than 12"	One Hundred thirty dollars and no cents, per each	130.00
Concrete pavement, 6" plain	Ten dollars and ninety three cents, per square yard	10.93
Concrete pavement, 8" plain	Twelve dollars and eighty eight cents, per square yard	12.88
Private drive pavement, 6" plain concrete	Eighteen dollars and eighteen cents, per square yard	18.18
Commercial drive pavement, 8" plain concrete	Twenty dollars and twelve cents, per square yard	20.12
Stone for drives, #73, 6"	Nine dollars and ten cents, per ton	9.10
6" x 6" concrete integral curb	Two dollars and twenty one cents, per lineal foot	2.21
Hot asphalt surface, City surface A-2	Fifty five dollars and no cents, per ton	55.00
Hot asphalt binder, State #9	Fifty five dollars and no cents, per ton	55.00
Hot asphalt base, State #4	Fifty five dollars and no cents, per ton	55.00
4" plain concrete sidewalk	One dollar and forty three cents, per square foot	1.43
Fine grading	Thirty two cents, per square yard	.32
Seeding, including mulch & fertilizer	Sixty five cents, per square yard	.65

by grading and paving the roadway to a width of ----- feet with -----

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5682-1975 and at the following price per lineal foot -----

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6" x 6" concrete integral curb	Two dollars and twenty one cents, per lineal foot	2.21
Hot asphalt surface, City surface A-2	Fifty five dollars and no cents, per ton	55.00
Hot asphalt binder, State #9	Fifty five dollars and no cents, per ton	55.00
Hot asphalt base, State #4	Fifty five dollars and no cents, per ton	55.00
4" plain concrete sidewalk	One dollar and forty three cents, per square foot	1.43
Fine grading	Thirty two cents, per square yard	.32
Seeding, including mulch & fertilizer	Sixty five cents, per square yard	.65
Sodding	Three dollars and ninety cents, per square yard	3.90
Top soil	Nine dollars and ten cents, per ton	9.10
Manhole, type I, 48" diameter	Seven hundred eighty dollars, and no cents, per each	780.00
Catch basin, type I, 48" diameter	Eight Hundred forty five dollars and no cents, per each	845.00
Inlet, type I, 30" diameter	Four hundred twenty two dollars and fifty cents, per each	422.50
Castings adjusted to grade	One hundred thirty dollars and no cents, per each	130.00
Type A castings	Two hundred fifteen dollars and no cents, per each	215.00
Type C castings	Two hundred fifty five dollars and no cents, per each	255.00
Type G castings	One hundred ninety dollars and no cents, per each	190.00

Class IV, 12" RCP	Eleven dollars and fifty seven cents, per lineal foot	11.57
Special backfill	Nine dollars and twenty three cents, per cubic yards	9.23
Gravel backfill for trenches, #53	Eleven dollars and forty four cents, per cubic yards	11.44
Installation of aluminum embedded poles	Fifty nine dollars and twenty eight cents, per each	59.28
Installation of Town & Country fixtures	Nineteen dollars and ninety seven cents, per each	19.97
Installation of U.G. #4 2/C cable in trench	Thirty nine cents, per lineal foot	.39
20" trenching	Eight, six cents, per lineal foot	.86
Installation of conduit in trench	One dollar and fifty six cents, per lineal foot	1.56
Installation of risers	Twelve dollars and forty eight cents, per each	12.48
Removal of 35' wood poles	Twenty six dollars and fifty two cents, per each	26.52
Removal of mast arms w/ fixtures	Twenty four dollars and ninety six cents, per each	24.96
Removal of single span duplex wiring	Fifteen dollars and sixty cents, per each	15.60
Polyurethane foam	Thirty three dollars and thirty three cents, per gallon	33.33
Slope stabilizer - slope paving units	Twenty dollars and forty eight cents, per square yard	20.48
4 ft. private walk, 6" step	One hundred thirty dollars and no cents, per each	130.00
3 ft. walk, 6" step	One hundred thirty dollars and no cents, per each	130.00
2 ft. private walk, 6" step	One hundred thirty dollars and no cents, per each	130.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5682-1975 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally

and in all respects completed on or before October 1, 1975 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date, 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____

day of _____, 19____

SPEARS-DEHNER, INC.

BY: _____

PRESIDENT

ITS: _____

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY
CITY ATTORNEY

John R. Fleck

RESOLUTION NO. 5682-1975
CHESTNUT-REYNOLDS AREA NEIGHBORHOOD PACKAGE IMPROVEMENT

WHEREAS, street pavements, sidewalks, storm drainage and street lighting on the streets herein described in the Chestnut-Reynolds Area are non-existent and in need of improvement, and

WHEREAS, the resident property owners on the herein described streets have petitioned the Board of Public Works of the City of Fort Wayne, Indiana, requesting installation of a Neighborhood Package Improvement including street pavements, sidewalks, storm sewers and street lighting, and

WHEREAS, the Board of Public Works has ordered engineering plans, specifications, cost estimates and property ownership list necessary for the accomplishment of said improvements, and

WHEREAS, the Board of Public Works has already constructed portions of the storm sewer system required as part of the Harvester Ditch Storm Sewer.

WHEREAS, the City Council has appropriated Revenue Sharing monies for the specific purpose of this improvement commonly referred to as Chestnut-Reynolds Neighborhood Package Improvement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Public Works that it is deemed necessary to improve the Chestnut-Reynolds Area, more specifically the following described streets:

Reynolds Street - East property line of Edsall Avenue to the west property line of Coliseum Boulevard

Chestnut Street - East property line of Edsall Avenue to the west property line of Redwood Avenue

Birchwood Avenue - North property line of New Haven Avenue to the south property line of Reynolds Street.

Fleetwood Avenue - North property line of New Haven Avenue to the south property line of Reynolds Street

Holly Avenue - North property line of New Haven Avenue to the south property line of Reynolds Street

Redwood Avenue - North property line of New Haven Avenue to the south property line of Reynolds Street.

Improvements proposed for the above streets include:

1. Draining, curbing, grading and paving the streets to a uniform width of 27 feet, with 6-inch plain concrete, except where existing pavements meet minimum City standards.
2. Concrete sidewalks, 5 feet wide, on both sides of the streets described, except where they presently exist.
3. A storm sewer system adequate to provide drainage to said streets and abutting properties.
4. Street lighting with underground wiring.

Improvements shall be in accordance with the plans, profiles, detailed drawings and specifications now on file in the office of the Board of Public Works and such improvements are hereby ordered.

This improvement resolution is ordered pursuant to enabling legislation as follows:

1. Street Pavements - Burns Statute 48-2717 et. seq.
2. Sidewalks - Burns Statute 48-2703 et. seq.

3. Storm Sewers - Burns Statute 48-3950 et. seq.

4. Street Lighting - Burns Statute 48-3301 et. seq.


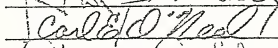
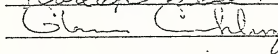
Preliminary determination for benefits of this improvement pursuant to the above statutes is based upon assessment to the property owners for 40% of the total project cost (including storm sewers already installed) and 60% to be assessed upon the City of Fort Wayne and paid from Revenue Sharing and/or other appropriated funds. A maximum assessment of \$23.10 per front foot for single family residential properties.

In the event bids received are in excess of the engineer's estimate, contract awards shall not be made until a public meeting is held with the affected people and agreement is reached on a new maximum cost to the property owners.

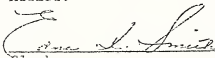
Assessments, if deferred, are to be paid in ten (10) equal installments, with interest at the rate of six per cent (6%) per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne be held responsible for any sum or sums from said property owners for said work, or for the collection of same, or for the payment of any bond, bonds, certificate or certificates issued to said contractor in payment for such work, except for such monies as shall have been actually received by the City from the assessments for such improvement, or such monies as said City is by said above entitled act required to pay. All proceedings had and any work done in said improvement, assessment of property, collection of assessments and issuance of bonds therefore, shall be as provided for in said above entitled acts and amendments thereto and supplemental thereof.

ADOPTED this 5th day of March, 1975, by the Board of Public Works.

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

ATTEST:


Clerk

GUARANTY BOND

Know All Men by These Presents, That we-----

-----SPEARS-DEHNER, INC.-----Contractors

as principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, OF BALTIMORE,
MARYLAND-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Seven Hundred
Seventeen Thousand Eight Hundred Ninety Seven Dollars and Thirty Seven Cents-----

-----(\$717,897.37)
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----SPEARS-DEHNER, INC.-----

did on the-----day of-----

-----, enter into a contract with the City of Fort Wayne to construct a
-----Pavement

OR-----SPEARS-DEHNER, INC.-----

Chestnut-Reynolds Area Neighborhood Package Improvement (See description on
attached Resolution).

-----according to certain plans and specifications, and
for a period of three (3) years
also warranting and guaranteeing the work, material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said-----

SPEARS-DEHNER, INC.-----shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 30 day of May, 1975

SPEARS-DEHNER, INC. (SEAL)

BY: Donald A. Spears (SEAL) PRESIDENT

UNITED STATES FIDELITY & GUARANTY

BY: James E. Gile (SEAL) ITS: General Agent

Attorney-in-fact

Approved this 11 day of June, 1975

Carl E. O'Neal

Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

LIABILITY BOND

Know All Men by These Presents, That we-----

-----SPEARS-DEHNER, INC.-----

as principal, and UNITED STATES FIDELITY AND GUARANTEE COMPANY, OF BALTIMORE,

MARYLAND-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Seven Hundred
Seventeen Thousand Eight Hundred Ninety Seven Dollars and Thirty Seven Cents
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

717,897.37
(\$-----)

The conditions of the above obligation are such, that if the above named party of the first part shall
faithfully comply with the foregoing contract made and entered into the-----

day of-----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill
all the conditions and stipulations therein contained, except the warranty and guaranty of the pave-
ment as to the workmanship, material and conditions for the period of three(3) years, according to the
true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and re-
main in full force and virtue in law and in the event the said City shall extend the time for the comple-
tion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 30 day of May, 1975

SPEARS-DEHNER, INC.

(SEAL)

BY: [Signature] PRESIDENT (SEAL)

UNITED STATES FIDELITY & GUARANTY

BY

ITS: [Signature] (SEAL)

Attorney-in-fact

(SEAL)

Approved this 11th day of June, 1975

day of

[Signature]
[Signature]

Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

May 27, 1975

WAGE SCALE

CODE: S-SKILLED
 SS-SEMI SKILLED
 US-UNSKILLED
 IF-INDUSTRIAL FUND
 PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF APRIL, MAY AND JUNE, 1975.

in compliance with the provisions of CHAPTER § 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	HSW	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	9.95	35c	55c			3if
BOILERMAKER	S	10.05	50	1.00		1c	
BRICKLAYER	S	8.89	30	25		1	
CARPENTER (BUILDING) (HIGHWAY)	S	8.31		6%		4	2if
	S	9.01	47	40		5	2if
CEMENT MASON	S	8.30	40				
ELECTRICIAN	S	9.10	30	1%30		4	
ELEVATOR CONSTRUCTOR	S	8.77	44½	29	7%	2	
GLAZIER	S	8.24	12		25	4	35choliday
IRON WORKER	S	9.70	55	65		1	
LABORER (BUILDING) (HIGHWAY) (SEWER)	S-SS US	5.95-6.25	35	30		7	
	S-US-SS	5.90-6.05	35	30		7	
	S-US-SS	6.25-7.33	35	30		7	
LATHER	S	8.20		25		1	3if
MILLWRIGHT & PILEDRIVER	S	8.64		6%		4	2if
OPERATING ENGINEER (BUILDING) (HIGHWAY) (SEWER)	S-SS US	6.75-9.15	40	40		5	
	S-SS-US	6.61-8.30	30	30		5	
	S-SS-US	7.07-9.27	40	40		5	
PAINTER	S	7.49-8.49	32	25		7	
PLASTERER	S	7.91	40				
PLUMBER & STEAMFITTER	S	9.20	30	65		7	4if
MOSAIC & TERRAZZO GRINDER	S	6.65-8.50					
ROOFER	S	8.40		10			
SHEETMETAL WORKER	S	9.19	35	30		4	5if
	S-SS US	6.68-7.63	16pw	17pw			
TEAMSTER (BUILDING) (HIGHWAY)	S-SS+US	6.56-7.16	16pw	17pw			

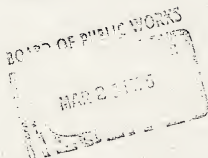
If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 15 DAY OF MAY, 19 75

William T. H. H. H.
 REPRESENTING GOVERNOR, STATE OF INDIANA.

Charles C. H. H.
 REPRESENTING THE AWARDED AGENT.

Edna M. H.
 REPRESENTING STATE A.F.L. & C.I.O.



CERTIFIED COPY

GENERAL POWER OF ATTORNEY

83680

No.....

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Lane I. Grile

of the City of **Fort Wayne**, State of **Indiana**
its true and lawful attorney in and for the State of **Indiana**

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Lane I. Grile

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this **19th** day of **April**, A. D. 19 **73**

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By **James A. Mappus**
Vice-President.

(SEAL)

(Signed) **John H. Aitken**
Assistant Secretary.

STATE OF MARYLAND, }
BALTIMORE CITY, } ss:

On this **19th** day of **April**, A. D. 19 **73** before me personally came **James A. Mappus**, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and **John H. Aitken**, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said **James A. Mappus** and **John H. Aitken** were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company. My commission expires the first day in July, A. D. 19.....

(SEAL)

(Signed) **Herbert J. Aull**
Notary Public.

STATE OF MARYLAND, }
BALTIMORE CITY, } Sct.

I, **Robert H. Bouse**, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that **Herbert J. Aull**, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this **19th** day of **April**, A. D. 19 **73**

(SEAL)

(Signed) **Robert H. Bouse**
Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, **Richard Calder**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

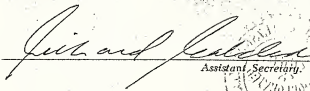
Lane I. Grile

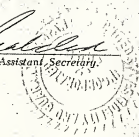
of **Fort Wayne, Indiana**, authorizing and empowering **him** to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date) **May 30, 1975**


Assistant Secretary



DIGEST SHEET



TITLE OF ORDINANCE Special Ordinance

L-25-06-22

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Covers contract with Spears-Dehner, Inc. in amount of \$717,897.37 for Resolution 5682-1975, Chestnut-Reynolds NPI Project.

SEE "PRIOR APPROVAL" AND BID TABULATION ATTACHED

EFFECT OF PASSAGE Provide for necessary improvements.

EFFECT OF NON-PASSAGE Unable to complete project.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$717,897.37 (with property owners paying part of cost)

ASSIGNED TO COMMITTEE _____

*Public Works
JH*